

**STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
LOUISIANA TRANSPORTATION RESEARCH CENTER**

COOPERATIVE RESEARCH AGREEMENT

This Agreement, made and executed on this 10th day of June, 19-2.L, by and between the Department of Transportation and Development, Louisiana Transportation Research Center, hereinafter referred to as "DOM/LTRC" , and Louisiana State University , hereinafter referred to as "University; "

WITNESSETH: That;

WHEREAS, the research projects contemplated by this Research Agreement are of mutual interest and benefit to the University and to DOM/LTRC and will further the instructional and research objectives of the University in a manner consistent with its mission as an institution of higher education; and

WHEREAS, the DOM/LTRC and the University have combined their research resources in order to eliminate some research duplication and to perform various statewide transportation research and community services; and

WHEREAS, the DOM/LTRC does not have sufficient available personnel qualified to undertake the various statewide research projects; and

WHEREAS, the University is agreeable to conducting, on a cost reimbursable basis, all investigations and studies required on a project-by-project basis as provided herein; and

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I - PROJECT DESCRIPTION

The research projects that are to be undertaken under this agreement by the University shall be identified by separate task orders which will be signed on behalf of the DOTD/LTRC and the University. Each task order shall be assigned a state project number for the purpose of identifying the task order, invoices, progress reports, etc. and shall make references to this agreement.

ARTICLE II -SCOPE OF SERVICES

The general reason for the investigation to be made, the scope thereof, the methodology and the estimated cost are to be included in each task order which following its execution by both parties shall be made a part of this agreement by reference.

The University shall utilize all available facilities and personnel within its own organization and shall furnish all materials for undertaking each task order, in order to complete said task order within the time limit and budget established in the task order. In the event that the University is unable to furnish all facilities and personnel for a task order, the University may propose the use of one or more subcontractors. However, in such event, the University's share of the work shall not comprise less than 50 percent of the total estimated cost of the task order, except for specialized services as provided under Article III of this Agreement. Any subcontract work planned shall also be itemized in the research task order .

All matters relating to each task order will be processed for *DOTD/L TRC* through a "Project Coordinator" who will be identified in the "Notice to Proceed" with the work. All technical matters relating to each task order will be processed for the University through a "Principal Investigator" who will be identified in the proposal for the research.

All work on task orders under this agreement shall be conducted in compliance with and according to the procedures described in the current version of the *LTRC Manual of Research Procedures*, which is hereby incorporated in and made a part of this Research Agreement. In the event of conflict between the terms of this Research Agreement and the *LTRC Manual of Research Procedures*, this Research Agreement, together with any subsequent amendments thereto, shall take precedence.

ARTICLE III -SPECIALIZED SERVICES

Specialized services are considered to be those items not ordinarily furnished by the University which are required to fulfill the requirements of this research project. The University will be required to make the necessary arrangements to obtain such services and the cost of such services may be deducted from the total estimated cost before computing the amount of work required to be performed by the University with its own organization.

The specialized services shall be itemized in the task order to the extent that they are determinable.

ARnCLE IV -REPORTS

The University's Principal Investigator shall submit to the Project Coordinator semi- annual reports, an interim report (if specified in the proposal) , and a complete final report of the findings of this study. These reports **must** be prepared in accordance with the format and contents laid out in the revision of the *LIRC Manual of Research Procedures* in effect on the date of the task order. Due to the financial information required, each report shall be signed by the University's Fiscal Officer or his designee.

SEMI-ANNUAL REPORTS:

At the end of each six month period (ending December 31, and June 30), a progress report shall be submitted. The report shall reflect the investigations conducted and the results of such investigations. These reports will be submitted no later than ten (10) days prior to the above dates. The format and content of the semi-annual report is described in the *LTRC Manual of Research Procedures*; .

INTERIM REPORT:

An interim report is to be submitted as specific phases of the study are completed, if specified in the task order, or upon request of the DOTD/LTRC. The format of the interim report will be similar to that of the final report discussed below.

FINAL REPORT:

A draft of the final report together with all deliverables shall be submitted 90 days prior to the termination date of the task order. The final report shall be in two parts --a detailed, comprehensive report and an executive summary report. The DOTD/LTRC, after reviewing the report and obtaining review comments from any other funding agency involved in the task order funding, will advise the University as to its acceptability and will request any changes that may be desired. Sufficient funds must be budgeted at the outset of the project to cover the costs of preparing the final report including revisions which may be prepared in response to review comments by the DOTD/LTRC. Completion of the revisions to the final report shall become the sole responsibility of the University and no revision to the task order cost shall be permitted for this purpose. Should the basis for a request for the revisions to a final report involve issues that require additional research work beyond the scope of the project task order, DOTD/LTRC shall reimburse the University for such effort to complete the project.

The final report shall show in complete detail all studies conducted including but not necessarily limited to the items listed under "Methodology" of the task order and detailed recommendations. The report shall also include a summary or digest of previously known

research on the subject and closely related items, and a selected bibliography. The complete format and contents of the final report are detailed in the *LIRC Manual of Research Procedures*.

Upon approval by the DOTD/LTRC, the University shall furnish the Project Coordinator an original unbound, camera-ready report manuscript and computer-readable files of the report in the agreed-upon software format on magnetic media for use in producing copies of the report for distribution. Following receipt of a letter approving the final report the unbound original and computer files shall be submitted to the Project Coordinator within thirty (30) days.

In the event that a revised, approvable final report has not been received by the DOTD/LTRC Project Coordinator within 30 days following the receipt by the Principal Investigator of the review comments on the draft final report, the DOTD/LTRC will issue a notice of contract non-compliance to the appropriate administrator in the University. This notice shall provide a further 30-day grace period for submission of an approvable final

report. In such an event, the Director of LTRC shall contact the appropriate administrator in the university, to ensure compliance with the terms of the contract within the 30-day grace period. Following expiration of the 30-day grace period, and if no final report has been received, the university forfeits both the retained funds and the right to publication of the final report. In such event, the DOTD/LTRC may assign DOTD/LTRC staff or may enter into a contract with another researcher to produce an approvable report on the task order research. Such report shall acknowledge the principal investigator and any co-principal investigators, but will be published under the authorship of the person(s) producing the approved final report. This contingency applies solely to the final report and does not extend to any other publication in the open literature.

If the final report is deemed unacceptable, a meeting between the Principal Investigator and the Project Coordinator will be held to resolve issues concerning acceptability. In the event that an agreement cannot be reached, the Project Review Committee, the LTRC Director of Research, and the appropriate university administrator shall review the issues. If this review does not result in agreement then the matter shall be referred to the Secretary of DOTD or his designee, who will be the final arbiter and who will resolve the issues in question.

ARTICLE V -NORMAL TERMINATION OF TASK ORDERS

The termination date for each task order shall be determined upon activation of each task order, based on the agreed-upon contract performance time.

ARTICLE VI -COMPENSA TION

The DOM/L TRC shall pay and the University agrees to accept, a total sum not to exceed the amount specified in each task order for allowable costs as defined by the Contract Cost Principles and Procedures, Part 31 of the Federal Acquisition Regulation, incurred in the performance of this task order. Payments will be based on itemized direct costs, certified by an authorized official of the University , plus the latest negotiated percentage rates for payroll additives (fringe benefits) and overhead (indirect costs). It is understood that such indirect costs or overhead will be based on current rates negotiated with the cognizant audit agency, but overhead (indirect cost) rates may be limited to a maximum rate as specified in the *LTRC Manual of Research Procedures*.

Payments for direct expenses, except as limited in the following paragraphs and in Articles VU, vm and XIV, will be based on certified invoices reflecting the direct cost to the University.

If the study is conducted in the University's own facilities, a charge for office or laboratory space is not eligible as a direct cost except where no overhead is charged. When additional space, special equipment, or facilities are required, the actual costs incurred by the University for these items when rented are eligible for reimbursement, provided such rental costs are authorized by the task order as a direct cost item. The University hereby certifies that items of equipment included in each task order as direct costs will be excluded from the indirect costs.

The maximum amount payable may be revised by mutual consent in the event of changes in the scope, complexity of character of work and due to justifiable increases in the University's cost of performing the work.

ARTICLE VU -EQUIPMENT

It shall be understood that the purchase of non-expendable equipment will be in accordance with the revisions of the Federal Acquisition Regulations, Part 31, subpart 31.3, in effect on the date of the task order. Each item of equipment purchased with task order funds will be inventoried by the University annually (unless a written waiver of this requirement is provided by the *DOTD/L TRC*) and upon completion of each task order. The inventories will include the following information for each item: description, model number , serial number, inventory identification number, and acquisition cost. Rental charges shall include the period covered and the amount charged to the project.

Payments shall not be made for repairs of equipment owned and normally maintained by the University. All non-expendable equipment, reference materials, devices or systems, either built or purchased, will be returned to the DOTD/LTRC in good working order upon completion of the study unless DOTD/LTRC elects to allow the equipment to remain or be transferred to the University. In the event that DOTD/LTRC elects to allow equipment to remain at the University but ownership is not transferred, this will require that DOTD property identification be placed on the equipment and that access shall be provided to the equipment at least on an annual basis to meet property control requirements.

ARTICLE VIII - TRAVEL EXPENDITURES

Payment will be made for foreseeable domestic travel expenses considered essential to the effective execution of each task order; the estimated amount of which is set forth in the research proposal and subsequent task order, and is itemized as to destination and person(s) to travel. The University shall maintain records of charges for trips made in connection with the project which shall document the following:

- (1) Person making the trip.
- (2) Date, destination and purpose of the trip
- (3) Amount charged to the project.

The cost of **all out-of-state travel** will not be considered as an item eligible for reimbursement unless prior approval for such travel is given by the DOTD/LTRC. All travel expenses charged shall be within the allowable guidelines set by the Division of Administration's State General Travel Regulation, as applicable to the University within the limits established for State employees as defined in PPM No.49, Section IB. The limits applicable to the University shall also apply to any subcontractor, unless such subcontractor is subject to more restricted limits under State rules and regulations.

ARTICLE IX - PARTIAL AND FINAL PAYMENTS

Payments to the University for costs incurred in the performance of the task orders will be made monthly based on certified and itemized invoices detailed to show the elements of direct cost incurred, the various surcharges added to the payroll and the overhead charges. The certified and itemized invoices, which shall use the form shown in the *LTRC Manual of Research Procedures* in effect on the date of the task order, shall show the total amount earned to the date of submission and the amount due and payable as of the invoice. If the certified and itemized invoices are not of the form shown in the *LTRC Manual of Research Procedures*; then documentation of the elements of direct cost incurred shall be submitted with each invoice. Documentation of the elements of direct cost incurred will be available for audit purposes for each invoice, pursuant to Article XXIV of this Research Agreement.

An amount equal to ten percent (10%) of the total of all salaries and wages, together with payroll additives and indirect costs, and of any subcontracts that include direct labor costs, shall be deducted from each monthly invoice and retained by the DOTD/LTRC. The amounts of such retainage must be shown on each monthly invoice. Upon certification by the LTRC Director of Research that the task order has been completed, the accumulated retainage shall be paid to the University. Payment shall be effected by submission by the University of a final invoice for the retained amount, which must be submitted and will be paid under the same conditions as set forth below for all invoices.

The original and two (2) copies of the invoice shall be submitted to the Project Coordinator no later than 20 days after the close of each calendar month, and the final invoice for retained funds shall be submitted no later than 60 days following receipt by the University of the certification of satisfactory completion of the task order.

Upon receipt and approval of each invoice the DOTD/LTRC shall cause the amounts shown to be due and payable to be paid within sixty (60) days.

ARTICLE X -NOTICE TO PROCEED WITH WORK

The University shall not proceed with any task order research study until after the execution of the task order and upon receipt of a written notice to proceed from the DOTD/LTRC.

ARTICLE XI -OWNERSHIP OF DOCUMENTS

All data collected by the University and all reports, documents, notes, drawings and files collected or prepared in connection with this work, except the University's personnel and administrative files, shall be made available to the DOTD/LTRC and the DOTD/LTRC shall not be restricted in any way whatever in its use of such material for Government purposes.

ARTICLE XII -PUBLICATION OF DATA

The following provisions shall govern publication of resultant data from each task order research project.

(1) The author shall be free to copyright material developed under each task order with the provision that the State and all other Governmental funding agencies reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.

(2) Either party to this agreement, may initiate a request for publication of the final or interim reports or any portions thereof. Technical papers, articles, and submissions for review to technical journals, prepared for submission Qrior to aQQroval of the final report required under the task order, must be submitted to the DOTD/L TRC for approval Q!iQI to publication. In the event of failure of agreement between the DOTD/LTRC and the University relative to publication of the final report, of of any progress reports during the contractual period, either party reserves the right to publish independently in which event the nonconcurrence of the other party shall be set forth as technical comments in the report in a clearly identified section such as "sponsor's comments," or "University's comments." Following publication of the final report under a task order, no approvals are required from DOm/LTRC for subsequent publications, as noted below in item 4.

(3) Both parties to the agreement shall have equal responsibility to review and approve material for publication prior to publication of the final report, except that the *Dom/L* TRC reserves the right initially to publish the final report.

(4) After acceptance of the final report, the University and the DOTD/LTRC are free to use the data and results without restriction except as noted above in item 2. Whenever the University uses the data and the results, due credit will be given to the *Dom/LTRc* and all other funding agencies.

(5) All reports published by the DOm/LTRC and/or the University shall contain a disclaimer statement as provided in the *LTRC Manual of Research Procedures*.

(6) Publication by either party shall give credit to the other party and to all other funding agencies unless, due to failure of agreement on any report of the study, any funding agency or either of the parties to this agreement requests that its credit acknowledgement be omitted.

ARnCLE xrn -PATENT RIGHTS

The proprietary rights of any special equipment or procedures developed as a result of this project shall be governed by the following provisions.

"The parties to this agreement hereby mutually agree that, if patentable discoveries or inventions should result from the University's work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the U niversity .However, the University agrees to and does hereby grant to all State Highway and/or Transportation Departments 'and the United States Government an irrevocable, non-exclusive, nontransferable and royalty-free license to practice each invention in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method that may be developed as a part of the work under this agreement.

AR11CLE XIV -CHANGE ORDERS AND MODIFICATIONS

Occasionally, during the course of each task order study, it may become necessary to effect certain changes and/or modifications in the original study proposal statements. All such changes in objective and scope and method ,of study shall be justified by the researchers and forwarded through appropriate University channels to the DOm/LTRC for approval. The principal investigator or investigators as shown in the University's proposal shall not be changed without prior written approval from the DOTD/L TRC, which approval shall not be unreasonably withheld.

Except as provided below, the University is permitted to rebudget within and between major direct cost categories in the approved budget to meet unanticipated requirements. For those rebudgeting items listed below, prior approval of the DOTD/L TRC is required whether increasing an existing budget category or using funds for categories not in the approved budget:

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Payment of supplemental compensation

Domestic travel costs which exceed the budgeted amount by more than 25% or \$500, which ever is greater

Foreign travel (outside Canada and the US and its possessions)

Purchase of equipment (prior approval is not required for a different make or model included in the approved budget)

Equipment maintenance and repair

Subcontracting a substantive portion of programmatic work not included in the approved budget

Prior approval of *DOTD/LTRC* is also required when cumulative transfers among major' direct cost categories exceed or are expected to exceed ten percent (10%) of the current total budget (as last approved by the *DOTD/LTRC*) or \$10,000, whichever is less. The Principal investigator shall notify the *DOTD/L TRC* Project Coordinator of rebudgeting which does not exceed this threshold; said notification is not subject to audit review nor is approval of *DOTD/L TRC* required.

Failure to obtain prior approval, when required, from *DOTD/L TRC* may result in the disallowance of costs. However, the University may request retroactive approval; such approval or disapproval shall be at the discretion of the L TRC Director of Research.

No changes or modifications shall be permitted to be made to the task order following the date on which the draft final report is required to be delivered, unless such changes are determined to be necessary by D0m/LTRc.

ARnCLE XV -TERMINA nON OR SUSPENSION

The terms of this agreement shall be binding upon the parties hereto until the work on each task order has been completed and accepted by the DOTD/L TRC and all payments required to be made to the University have been made. However, this agreement or a specific task order may be terminated under any qr all of the following conditions. ,

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Upon written notice by either party , given by certified or registered mail identifying the reason(s) for termination.

By the DOTD/LTRC as a consequence of the failure of the University to comply with the-terms, progress or quality of work in a satisfactory manner , proper allowance being made for circumstances beyond the control of the University .

By either party upon failure of the other party to fulfill its obligations as set forth in this agreement.

By the DOTI?/LTRC due to the departure for whatever reason of any principal member or members of the University, who are designated as working on the task order .

By satisfactory completion of all services and obligations described in each task order.

Termination made by the *DOTD/LTRC* by giving thirty (30) days written notice to the University after work has started, the University will be paid for all direct expenses incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover overhead (payroll additives) and indirect costs.

Upon termination by 30 days written notice given to the other party the University shall deliver to the *Dom/L TRC* all plans and records of the work compiled to the date of termination" together with any equipment purchased with project funds, and the *Dom/L TRC* shall pay in full for all allowable costs incurred up to the date of termination, including any retained percentage earned to date.

Should the D0m/LTRC desire to suspend the work, but not definitely terminate any task order, this may be done by thirty (30) days notice given by the DOTD/LTRC in writing to that effect, and the work may be reinstated and resumed in full force and effect upon

mutual agreement of the parties hereto and receipt by the University from the *Dom/LTRc* of thirty (30) days notice in writing to that effect.

Termination of a specific task order under any of these conditions shall have no effect on this Research Agreement, or upon any other extant task orders. Termination of the entire Research Agreement, however, shall have the effect of simultaneously terminating all extant task orders.

ARTICLE XVI -PUBLIC LIABILITY

The University shall indemnify and save harmless the *Dom/LTRc* against any and all claims, demands, suits and judgements of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation of work of the University , its agents, servants or employees while engaged upon or in connection with the services required or performed by the University hereunder .

The *DOM/LTRC* shall indemnify and save harmless the University against any and all claims, demands, suits and judgements of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the *Dom/LTRc*, its agents, servants or employees while engaged upon or in connection with the services required or performed by the *Dom/L TRC* hereunder. It is understood and agreed that the hold harmless and indemnification provisions do not apply to claims against the University for trademark, copyright or patent infringement.

ARTICLE xvn -CLAIM FOR LIENS

The University shall hold the *DOM/LTRC* harmless from any and all claims for liens for labor, services or material furnished to the University in connection with the performance of its obligations under this agreement.

ARnCLE xvm -COMPLIANCE WITH LA WS

,The University shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this agreement.

ARTICLE XIX -COMPLIANCE WITH CIVIL RIGHTS ACT

The University agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the

Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with EWE 92- 7 because of an individual's sexual orientation.

Any act of discrimination committed by the University , or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARnCLE XX -DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties.. hereto shall be referred to the DOTD ' s Secretary for determination. The decision rendered by the DOTD's Secretary in the matter shall be final and conclusive on the parties to this contract.

ARTICLE XXI -PROGRESS INSPECTIONS

During the progress of the work, representatives of the DOTD/L TRC and other interested parties when so ~arned in the applicable task order shall have the right to inspect the progress of work and the facilities used by the University in conducting each task order research project. If deemed practical, the DOM/LTRC Project Coordinator shall convene meetings on a monthly basis to discuss the research activities of each research project with the Principal Investigator for the purpose of facilitating timely performance and completion of each task order .

ARTICLE xxn -COVENANT AGAINST CONTINGENT FEES

The University warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the University , to solicit or secure this Research Agreement, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the University , any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Research Agreement. For breach or violation of this warranty the Dom shall have the right to annul this Research Agreement without liability , or, in its discretion to deduct from invoices, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARnCLE xxm -SUBLETrING. ASSIGNMENT OR TRANSFER

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In the event the University elects to subcontract any portion of this agreement, which is not identified in the proposal and budget incorporated under each task order, the University shall notify the Dom/L TRC of this intent in writing and shall furnish the Project Coordinator with the name and qualifications of the proposed subcontractor. The proposed subcontract shall be deemed acceptable to and approved by the Dom/L TRC unless the *DOTD/LTRC* advises the University to the contrary in writing within thirty (30) days following receipt of such notice by the *Dom/LTRC*.

ARTICLE XXIV -COST RECORDS

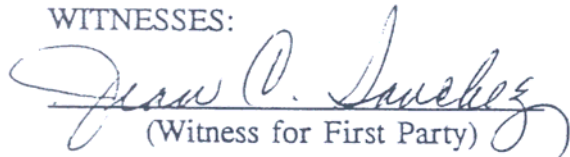
The University and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to each task order and shall make such materials available at their respective offices at all reasonable times during the task order period and for three years from the date of final payment under each task order, for inspection by the Dom and/or Legislative Auditor, or any other authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Research Agreement and copies thereof shall be furnished if requested.

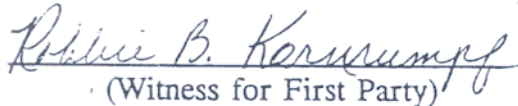
ARTICLE XXV -SUCCESSORS AND ASSIGNS

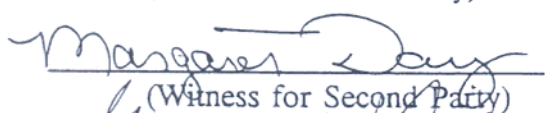
This agreement shall, be binding upon and inure to the benefit of the parties hereto, their successors and assigns.'

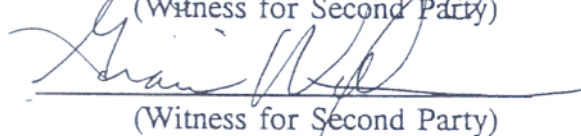
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written

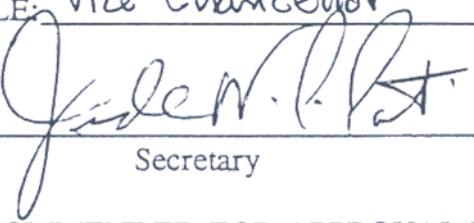
WITNESSES:


(Witness for First Party)


(Witness for First Party)


(Witness for Second Party)


(Witness for Second Party)

TITLE: Vice Chancellor
BY: 
Secretary

RECOMMENDED FOR APPROVAL BY:
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